

MICHAEL C. MILLS, ESQ.  
Nevada Bar No. 003534  
MILLS & ASSOCIATES  
3650 North Rancho Drive, Suite 114  
Las Vegas, Nevada 89130  
(702) 240-6060

Attorney for Plaintiff,  
Great West Casualty Company

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

GREAT WEST CASUALTY COMPANY,  
a Nebraska Corporation

CASE NO.: 08-1856

Plaintiff,

vs.

JC'S XPRESS, INC., a Nevada Corporation,  
MATTHEW WILLIAMS, individually and  
dba JAM ON IT RENO, JAM ON IT  
BASKETBALL ACADEMY, INC., a Nevada  
Corporation, DOE INDIVIDUALS I – X  
inclusive, and ROE BUSINESS ENTITIES I  
– X, inclusive,

**COMPLAINT FOR  
DECLARATORY RELIEF**

Defendants.

COMES NOW Plaintiff GREAT WEST CASUALTY COMPANY, by and through its  
counsel of record, Michael C. Mills, Esq. of the law firm of Mills & Associates, and files the  
following Complaint for Declaratory Relief against Defendants JC'S EXPRESS, INC.,  
MATTHEW WILLIAMS, individually and dba JAM ON IT RENO, JAM ON IT  
BASKETBALL ACADEMY, INC., and DOE INDIVIDUALS, I – X inclusive and ROE  
BUSINESS ENTITIES I-X, inclusive:

**PARTIES**

1. Plaintiff GREAT WEST CASUALTY COMPANY is a Nebraska Corporation  
with its principal place of business in the state of Nebraska, and has complied with the laws of  
the State of Nevada pertaining to corporations engaged in the business of insurance.

//



**GENERAL ALLEGATIONS**

10. On or about March 1, 2006, Defendant JC'S XPRESS, INC. applied for and was issued a Commercial Lines policy of insurance for its trucking business by Plaintiff GREAT WEST CASUALTY COMPANY through an agent who was licensed to sell insurance in Nevada. GREAT WEST CASUALTY COMPANY assigned JC'S XPRESS, INC.'s policy number GWP12705D. The effective date of coverage was from March 1, 2006. The policy was scheduled to expire March 1, 2007. The policy of insurance took effect with the payment of the policy premium. The policy provided Commercial General Liability Coverage in the amount of \$1,000,000. The Policy included Trucker's Liability Coverage in the amount of \$45,000. The policy provided Cargo Coverage in the amount of \$100,000 per auto, and \$200,000 per loss.

11. On or about May 8, 2006, Defendants reported a claim to GREAT WEST CASUALTY COMPANY regarding damage to portable wooden basketball floors that were owned by MATT WILLIAMS dba JAM ON IT RENO and / or JAM ON IT BASKETBALL ACADEMY, INC.

12. WILLIAMS, JAM ON IT RENO and/ or JAM ON IT BASKETBALL ACADEMY, INC. alleged that the portable wooden basketball floors were exposed to water while the courts were in the custody or care of the insured JC'S XPRESS, INC. sometime prior to May 1, 2006.

13. Ultimately, based upon its investigation, GREAT WEST CASUALTY COMPANY determined to pay and has paid to MATT WILLIAMS the cargo loss which amounted to \$119,000.00.

14. On April 29, 2008, WILLIAMS and JAM ON IT BASKETBALL ACADEMY, INC. filed suit in the Second Judicial District Court, in and for Washoe County, State of Nevada, alleging that JC'S XPRESS, INC. damaged the floors by either a breach of contract, or by negligence. The case is styled *Jam On It Basketball Academy, Inc. et al v. J.C.'s Express, Inc.*, Case No. CV08 01129. WILLIAMS and JAM ON IT BASKETBALL ACADEMY, INC. prayed for general and damages in excess of \$10,000.00, costs of suit, interest and other relief

1 that the court deems just and proper. The suit was exempted from the Court-Annexed  
2 Mandatory Arbitration Program on July 14, 2008.

3 15. Based upon its further investigation and a review of the allegations contained in  
4 the subject complaint, GREAT WEST CASUALTY COMPANY concluded that under the  
5 Commercial General Liability portion of the policy that there was no coverage for any further  
6 damages, including but not limited to consequential damages claimed as a result of the loss of  
7 use of the basketball courts by their owner and by athletes, participants, sponsors and or others  
8 who stood to enjoy or profit from their use. In addition, Plaintiff determined that although  
9 additional coverage may be excluded under the Trucker's Liability portion of the policy, that  
10 state law may obligate GREAT WEST CASUALTY COMPANY to provide minimum policy  
11 property damage liability coverage. Based upon its investigation, Plaintiff GREAT WEST  
12 CASUALTY COMPANY issued a letter to the insured J.C.'s EXPRESS, INC. The letter denied  
13 coverage under the Commercial General Liability portion of the policy. In the letter, the Plaintiff  
14 also reserved its rights under the Trucker's Liability portion of the policy.

15  
16 **FIRST CAUSE OF ACTION**  
**(Declaratory Relief)**

17 16. Plaintiff incorporates by reference all allegations contained in Paragraphs 1  
18 through 15 of this Complaint.

19 17. Pursuant to United States Code, Title 28, Section 2001, the Federal Declaratory  
20 Judgments Act and Federal Rules Rule of Civil Procedure 57, Declaratory Judgments GREAT  
21 WEST CASUALTY COMPANY seeks a declaration of the duties, rights and interests of the  
22 parties as related to this dispute.

23 18. Plaintiff has been obligated to retain counsel to represent it to prosecute this  
24 matter.

25 WHEREFORE, Plaintiff GREAT WEST CASUALTY COMPANY expressly reserves  
26 the right to amend this Complaint for Declaratory Relief at the time of the trial of the action  
27 herein to include all damages not yet ascertained, and prays for declaratory judgment against the  
28 Defendants, and each of them, as follows:

1. A declaration of the Court that an effective policy of insurance existed between Plaintiff and Defendant JC'S XPRESS, INC on the subject date of loss and the rights, duties and responsibilities of the parties in relation to that policy of insurance;
2. A declaration of the Court that Plaintiff has satisfied its duties and responsibilities to any and all parties to this action under the cargo provisions of the policy via its payment of \$119,000.00 for damage to the floors.
3. A declaration as to whether Plaintiff owes Defendants any duty to indemnify them for any damages related to the subject loss under either the Commercial General Liability or the Trucker's Liability portions of the policy and if a duty to indemnify exists, the extent of that duty;
4. A declaration as to whether Plaintiff owes Defendant JC'S XPRESS, INC. a duty to defend in any action brought by WILLIAMS, JAM ON IT RENO, JAM ON IT BASKETBALL ACADEMY, INC., or by any athletes, participants, sponsor or others who stood to enjoy or benefit directly or indirectly from the use of the floors;
5. Attorney's Fees;
6. Costs of this action; and,
7. For such other and further relief as the Court deems just and proper in these premises;

DATED this 30th day of December, 2008.

MILLS & ASSOCIATES

MICHAEL C. MILLS, ESQ.

Nevada Bar No. 003534  
3650 North Rancho Drive, Suite 114  
Las Vegas, Nevada 89130  
Attorney for Plaintiff,  
Great West Casualty Company